



### Contract

This contract, made and entered into on \_\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as "Artist," the \_\_\_\_\_, hereinafter referred to as "Student Organization," and Notre Dame de Namur University, hereinafter referred to "University."

Services to be provided: \_\_\_\_\_

Date of Activity: \_\_\_\_\_ Place of Activity: \_\_\_\_\_

Time of Activity: \_\_\_\_\_ Report Time: \_\_\_\_\_ Length of Serv./Perf.: \_\_\_\_\_

Service/Performance Fee: \$ \_\_\_\_\_ Contact Person: \_\_\_\_\_

If applicable: Sound equipment shall be supplied by \_\_\_\_\_

If applicable: Light equipment shall be supplied by \_\_\_\_\_

If ASNDNU is responsible for equipment, please document exact specifications: \_\_\_\_\_

It is understood and agreed that if the sound and/or light companies fail to appear or perform their sound and/or light requirements as contracted by the Artist, the Student Organization may cancel this contract without any payment to the Artist(s) or permit the performance without sound and/or lights at one half the agreed price.

If the sound and/or light companies, as contracted independently by the Student Organization, appear and the Artist does not, the Artist is indebted to the Student Organization for any expenses incurred by the sound and/or light companies.

**The Student Organization and the University assume no responsibility for loss or damage to the Artist's property wherever located.**

The Artist agrees and warrants that no sale of promotional materials is to be permitted in relation to the service or performance herein contracted unless the terms of such are agreed upon by the University and stipulated as an explicit part of this contract.

The Student Organization and the University is hereby relieved of any liability if it is unable to meet the responsibilities of this contract because of any "Act of God," riots, epidemics, strikes, any act or order of public authority, and any other cause similar or dissimilar beyond the control of the University or Student Organization; and the University and/or the Student Organization shall not be held responsible if, through an "Act of God," or conditions beyond its control, it is unable to provide a venue on the date and time when the engagement herein contracted for is scheduled. Furthermore, if such acts or conditions occur, the University and/or the Student Organization is not liable for any damages which the Artist, his/her group, or representative might suffer.

The Student Organization and the University reserves the right to prorate and/or adjust the fee of the services rendered, or to cause this contract to be null and void if in its judgement undue delays, regardless of cause, on the part of the Artist and/or any and all of his/her employees or representatives, result in a time later than that herein stipulated for the commencement of the services contracted.

If for any reason other than due to an "Act of God," riot, epidemic, or act of public authority this contract is cancelled by the Artist beyond the cancellation clauses contained herein, or a change of date is required by the Artist for any reason other than an "Act of God," riot, epidemic, or act of public authority, the Artist agrees to reimburse the Student Organization for its bona fide out-of-pocket expenses immediately upon presentation of a certified statement of such expenses to the Artist or his/her authorized representative.

Since the essence of this personal service contract concerns the specific individual(s) named as the Artist, and the Artist's personalities and talents which are recognized as unique, the Student Organization will pay the fees specified in his/her contract only if the Artist performing is in fact the Artist agreed upon.

In the case of a musical group, if for any reason less than the specified number of musicians perform, action will be taken as follows:

